



Master Licensing Agreement Info



November 2010

**Join U.S. At
Stoney Girl Gardens
Offers Now Available**



Thank You for inquiring about our licensing programs. These programs are very new and subject to change as we grow.

Stoney Girl Gardens is a new kind of community enterprise. We breed more than just seeds, we breed success. It is our mission to enable every U.S. medical marijuana patient and entrepreneur. This is why we provide genetics, education, growing mediums, nutrients, licensing, and partnerships with local farmers and groups. We want you to be as successful as we are, and know that it takes much more than just a seed. It will take a large community of growers, caregivers and providers to meet the needs of our patients.

Stoney Girl Gardens is a new kind of enterprise based on you, the community. We want to motivate everyone to get involved in the new industry of Medical Marijuana in the United States. Stoney Girl Gardens is based on an association of individuals providing quality assured, consistent medicine to and by patients in every state. To accomplish this we need your help in growing and getting our products out.

We do not cross borders with our seeds. Our idea is to assist you in reproducing our products in the same manner we do to provide to patients in your state. Now you can establish and run your own business as an Authorized Associate of Stoney Girl Gardens. We are here to help and support you.

To insure quality we require that you hold a Certificate of Completion from Portlandsterdam University. If you have a group that wishes to complete this course you may arrange an on-site training course at your location. Travel expenses may apply.

Our licensing is free* with a Certificate of learning and demonstration of commitment to our 100% Organic methods of production and safe practices. We will assist you in setting up your own business and introduce you to our associates who are waiting to meet you. We connect people and businesses, growers and patients.

Take a look at the licenses below and select the one(s) you wish to participate in. Get involved in the new Industrial Revolution of Medical Marijuana.

*There is a fee for Portlandsterdam University Certificate of Training, Inspection Fees, and for Club Pit Bull Franchising. Minimum purchase is required for Distribution and Resellers License.

Compare Licensing

License	Portlandsterdam Certificate Required	Strict SG Growing Methods Required	Cost
Club Pit Bull	No	No	\$5,000
Authorized Stoney Girl Gardens Distributor	No	No (minimum purchase required)	\$13,000 in product
Authorized Stoney Girl Gardens Reseller	No	No (minimum purchase required)	\$3,000 in product
Production of Meds	Yes	Yes	0
Clone Production	Yes	Yes	0
Seed Production	Yes	Yes	We Pay You!
Stoney Girl Developer	Yes	Yes	0
Personal Developer	Yes	No	\$500 / year
End Users License Agreement	No	No	\$20

All our products are far above average and graded truly medical through the M-Scale. This is serious medicine unlike any you have ever worked with. Experience the true values of our medicine today.

Our Soil products allow you to plant, water and grow like a pro. Never buy fertilizers again! Economical, Safe and Organic. Try some today next to anything you use and see for yourself. It's too good to believe.

Please contact us with any questions you may have. We look forward to you sponsoring us into your area soon.

Stoney Girl Gardens knew a long time ago that we could never have a garden big enough to feed the whole country. However, we can help the farmers feed the country.

Our mission is to assure quality products to patients by creating new industry standardization and regulation. Our products are guaranteed to meet our high standard of quality across the country. We want you to have the same good medicine that we do. Thanks for joining us in this mission!

Kind Regards,

Mike Mullins
 Director of Operations
 503-788-2349
 Mike@Gro4Me.com



Qualifications and Application

Qualifications for Seed Producers are a track record of production growing. You must show that you have been growing on a production basis for a minimum of 9 months. Many other licenses require a Certificate of Completion from Portlandsterdam University. In addition some licenses require you to have a business, collective or organization and pay your taxes.

Please fill out the application and send it to:

Stoney Girl Gardens
10117 SE Sunnyside Rd., Suite F1198
Clackamas, OR 97015

Your application will be reviewed and you will be contacted. Please allow 2 weeks for us to respond. Simply submitting an application does not grant you a license. You must be accepted by the Stoney Girl Gardens administrative teams. Stoney Girl Gardens retains the right to accept or deny any application.

Name: _____

Business: _____

Address: _____

Phone: _____

E-Mail: _____

Web Site: _____

License Type: Club Pit Bull Distributor Reseller Production Garden Production Clones
Seed Production Stoney Girl Development Personal Developer

Portlandsterdam University Certificate of Completion Date _____

Experience: _____

Please attach separate sheet if more space is needed.

Licensing

Stoney Girl has several versions of licensing, from End User Agreements to Production and Development Licensing. Take a look at the list below to see what kind of licensing you need. Each type of licensing has a different level of requirements, some more strict than others. Take a look at our options and select a license that is right for you.

Why License?

Stoney Girl Gardens is interested in providing only top quality, guaranteed safe products to this new industry. In a time when it is difficult to know who your dealing with or where your medicine comes from, its good to know that Stoney Girl Gardens is there. Stoney Girl stands for Premium Quality, Medical Marijuana products designed for the Medical Patient that is Safe and Effective.

To insure this level of quality Stoney Girl Gardens is offering [Verification](#) through Licensing of our Associates and Partners. We are constantly battling fraud with our product name.

Verification

All Stoney Girl products and services are only available through Authorized Associates. We verify all of our suppliers, vendors, seeds and products to be original. This service allows you to quickly check and verify with us that your getting the original Stoney Girl product. Beware of Fraud!

Verification Hot Line 503-788-2349

Fraud Alert Hotline 503-788-2349

List of Licensing

[End User License Agreement](#)

Private Use of our Seeds and Genetics - End User Licenses are on each package of our seeds and clones. Remember, we do not sell seeds, we sell licensing. To find out the entire agreement for using our seeds [Read Here](#).

[Club Pit Bull License](#)

Open your own Dispensary, Club or Cafe. We can help. This package also includes a Distributor License.

[Distributor License](#)

Become an official Stoney Girl Gardens Distributor. Carry our full line of products for resellers. Note that you must carry our Sunny Girl Gardens Ultra Premium Container Mix if you want to carry our seeds.

[Production License](#)

Production licenses come in three types; grow for us or start your own production company. Select one of the three from below.

[Produce Medicine](#) - Become an Authorized Stoney Girl Garden Producer for our clubs. We will introduce you to our clubs and you can run your own business.

[Clone Reproduction License](#) - Make your clone factory. Find out how to make Authorized Stoney Girl Clones for our clubs. We will introduce you to our clubs and you can run your own business.

[Produce Seed Stock](#) - We set you up and buy back seeds you grow.

[Developer License](#)

Developer's licenses come in two types; grow for us or start your own breeding company. Select one of the two from below.

[Grow for Stoney Girl Gardens](#) - Become an actual Associate Stoney Girl Garden and help us create the next great strain. Join our team of developers.

[Start your own](#) - Grow your own next generation using our logo and strain information.

We assure quality and safety.

End Users License Agreement

IMPORTANT

READ THIS AGREEMENT

By Opening This Package you are entering into the Following Contract between you, the end user and Stoney Girl Gardens. If you do not agree to these terms return this product to place of purchase.

End Users License Agreement (EULA)

Use

You may only use these seeds for personal use and only in one location and agree not to copy or distribute genetics materials outside of the designated single personal use location. You agree to not use this genetics material for commercial use in any form or to reproduce seed stock, clones and cuttings for such purposes. You agree to preserve these genetics in their original form and not alter in any way the makeup of the product. You agree to use this product in strict guidelines for medical marijuana within your state and local jurisdiction and to use such products responsibly. You agree that you are over the age of 18 and within compliance for the use of Medical Marijuana.

Ownership

You are only licensed to use these genetics as stated above. Ownership of all genetics and associated materials remains the property of Stoney Girl Gardens.

Agreement and Terms

The entire agreement may be found at www.Gro4me.com/license.htm. Terms of this agreement are subject to change and will be updated at this address. You agree to all terms and conditions of this agreement.

Warranty

Stoney Girl Gardens warranties these seeds for genetic quality to be of the breed as labeled. No other warranty is expressed or implied. Damages shall not exceed the cost of replacement of the seeds. Stoney Girl Gardens reserves the right to replace the product for like products.

This Genetics Material, Packaging and Information is protected and wholly owned by Stoney Girl Gardens, All rights Reserved 2010. International and civil penalties shall apply for violations of this agreement.



Franchise Agreement and Licensing Information

What is a Stoney Girl Franchise? A chance to join a growing community of organizations that provide quality assured products through proven methods to its members. Expand your offerings and show that your helping our industry set new bars for quality products and premium services. We are creating a life style and way of doing business.

A Stoney Girl Franchise allows you to become an Authorized Stoney Girl Gardens Licensed Distributor and enjoy the following:

Club Pit Bull – Official Club License

Club Pit Bull can be patient resource, store front, club, café or whatever your business plan requires. We support any legal, sound, and safe plan for the entrepreneur in this new industry. And remember, you do not have to name your club “Club Pit Bull” to take advantage of this offer.



Use of our name, logo and promotional materials as an official “Club Pit Bull”

Optional support from our staff in planning, presentations, setup, design, rules , regulations, membership, transactions, security and operations.

Opportunity to associate with other Club owners in information, litigation, support and more.

Stoney Girl Gardens Authorized Distributor – Official Distribution and Resellers License

Access to SG Authorized Products and Services

Stoney Girl Gardens Seeds

Official Stoney Girl Garden Seed Distributor. SG will only sell seeds through distributors and never directly to the public. You will be a direct link between our customer and our product.



Stoney Girl Gardens Cuttings

Official Stoney Girl Garden Distributor. SG associate gardens will provide you with clones. You will be a direct link between our customer and our product.

Stoney Girl Gardens Authorized Associate Gardens

Access to our Associate Gardeners.

These gardens are Certified by Stoney Girl to produce products in accordance with our high standards. We physically teach, inspect, qualify and quantify each of these gardens to meet our standards for quality assurance of medicine and organic methods of cultivation. Safe products and safe handling is guaranteed. Contact us to see more about becoming an associate garden with a **Production** or **Development License**.

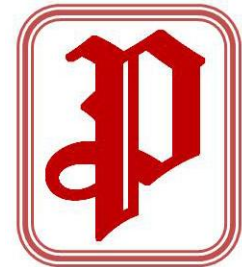


Access to our Associate Products and Services

We offer a list of qualified growers, but it doesn't stop there. We also offer a fine array of other manufacturers such as Medibles. We understand that your business may be up to 50 percent in products that are not smoked. These products range from Lotions, Potions, Rubs, Balms, Drops, Tinctures, Cookies, Candies, and more. We constantly run into great new products and services that we can recommend to you.

Portlandsterdam University Education

- Satellite University as "Official Campus"
- Access to Knowledge Base, Discounted Classes
- Access to Instructors, and individual training
- Access to graduates and certificate holders



Sunny Girl Gardens Ultra Premium Container Mix Products

- Wholesale pricing
- Retail distributor license

Advertising

Web Site Listings under Club Pit Bull on all Stoney Girl Gardens Enterprise Sites.

Media and Print Advertising in Major Magazines, News Papers and Radio



Promotions

Guest Appearances from Stoney Girl, Elvy Mussika, and others to be announced.

Contests for Hash Machines, Lights and more

Gear – T-Shirts, Key Chains, Boxes and more.

Special Events

Cost:

Early Bird Onetime fee of \$5,000.00. Annual Licensing subject to review, however we expect to always honor a basic plan for your entry with Club Pit Bull.

You're Responsibilities:

You may distribute other brands and products; however you may not distribute or produce a SG product from an unauthorized SG source other than a certified agent as listed by SG.

You must act entirely within State and Local Guidelines and hold us harmless.

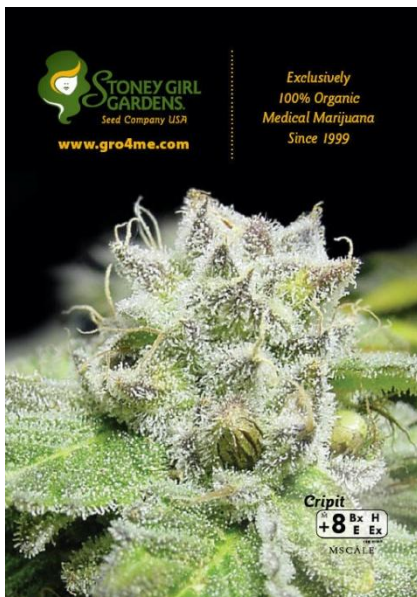
You must provide a safe environment for your business.

You must provide and insure the safety of other products you distribute.

You must offer products at a reasonable rate. You may not over charge for goods and services in accordance with SG and Developing Industry Standards.

You must offer customer service in accordance with SG and Developing Industry Standards.

We value this opportunity to create new standards that excel in our evolving industry. You are a major part of this development. Join us help direct the future of this industry.



For more information contact Mike Mullins at 503-788-2349



Stoney Girl Gardens

Club Pit Bull License Agreement

1) This Contract for License (this "Contract") is made effective as of _____, by and between Stoney Girl Gardens, an Oregon company, and _____. In this Contract, the party who is contracting to grant the License will be referred to as "Stoney Girl Gardens," and the party who will be granted the license will be referred to as "Club."

2) Deliverables

- a) Deliverables shall be Club Pit Bull Documentation, Operations Manual, samples of Membership Forms, Membership Rules, Membership Cards, Reimbursement Forms, and placement on web sites, limited promotions, and access to available products, limited assistance up to Grand Opening, and ongoing support for supply as available.
- b) Wholesale access to Sunny Girl Premium Container Mix
- c) Access as Satellite campus for Portlandsterdam University
- d) Right to use name Club Pit Bull
- e) Right to use Club Pit Bull business model of operations and transactions
- f) Access to Associate Producers as available
- g) Access to products, as available
- h) Assured Quality of Products
- i) Deliverables shall be made available to the Club FOB Portland
- j) Maximum Time Allotted shall be no more than 2 on site visits, and 10 hours of phone consultation after opening. Transportation and expenses are not included.

3) Other Products and Services

- a) Other services not listed are optional and are not covered under this agreement. Types of these services include, but are not limited to: legal, accounting, staff training, representation, medical use, operations, products and liability.
- b) The Club may carry any safe and legal product or service.
- c) Although a Club may carry many products, Club must not handle, or market any Stoney Girl labeled products not produced by a currently authorized licensed producer.
- d) Optional Services not listed are in addition and will be billed for hourly time and materials.

3) Exclusions

This agreement does not include any production, associate garden or developers licensing. This contract does not include perpetual consultation, legal advice, accounting advice, guarantee of success, continual or guaranteed supplies, site inspections, representations, writings, and data other than as listed above.

4) Responsibilities

The Club is responsible for timely payment of all fees. The Club is responsible for any transportation, delivery, and use of products and services, including procurement from any location and time arranged by STONEY GIRL GARDENS. The Club is responsible for all DHS licensing and registration for all activities at all times at the Club during the term of this agreement, to include any matters with law enforcement,

and the Club holds Stoney Girl Gardens harmless. Club agrees to establish and maintain appropriate activities and operate within all local and state regulations. Club agrees to provide at all times a safe environment, safe services, and safe products.

5) Terms

The total cost shall be _____ with _____ down and a monthly fee of _____ due the first day of the month for which it is owed. Total cost must be paid within _____ days of the signing of this Agreement.

6. Length of Agreement

This Agreement shall be in effect for a minimum of 90 days from the date of signing. The Agreement shall be reviewed for renewal annually on the anniversary date of signing. Stoney Girl Gardens retains the right to review and change this agreement on an annual basis. Club retains the right to use the deliverables for a period of 5 years, subject to review.

7. Termination

Club may terminate this Agreement by providing such notice 30 days in advance to STONEY GIRL GARDENS in writing. STONEY GIRL GARDENS reserves the right to terminate this Agreement at any time and without cause. In such case that STONEY GIRL GARDENS terminates the Agreement, any STONEY GIRL GARDENS product and documents will be returned to Stoney Girl Gardens within 30 days at the contact address listed in this Agreement and club agrees to no longer represent Stoney Girl Gardens. Immediate termination will occur if initial or monthly fees are not paid when due according to Section 5 or Club does not maintain current registry with DHS, or is in violation of any conditions and terms of this Agreement.

8. Notification

Club will send written notification to STONEY GIRL GARDENS 30 days prior to termination of this Agreement.

9. Exclusivity

Club acknowledges that they do not have any exclusive rights to SG products, services and territories. Stoney Girl Gardens does not have the right to pre-approve your other resources, however Stoney Girl Gardens may object in writing and suspend use under this contract in cases where Stoney Girl Gardens asses there is a violation of this agreement.

10. Extent of Support

The extent of support shall be the maximum time as stated in section 1. Club agrees that additional work shall be billed at hourly rate of _____ plus costs and expenses. Stoney Girl Gardens is not responsible for negotiations, actions between Club and Suppliers, Club Operations and Members. Club assumes all responsibility to conduct all business.

11. WORK PRODUCT OWNERSHIP. Any copyrightable works, genetics, seeds, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Club in connection with the Services will be the exclusive property of STONEY GIRL GARDENS. Upon request, CLUB will execute all documents necessary to confirm or perfect the exclusive ownership of STONEY GIRL GARDENS to the Work Product.

12. RELATIONSHIP OF PARTIES. It is understood by the parties that CLUB is an independent contractor with respect to STONEY GIRL GARDENS, and not an employee of STONEY GIRL GARDENS. STONEY GIRL GARDENS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CLUB.

13. DISCLOSURE. CLUB is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of STONEY GIRL GARDENS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of STONEY GIRL GARDENS
- a manufacturing process of STONEY GIRL GARDENS
- any activity that CLUB may be involved with on behalf of STONEY GIRL GARDENS

14. EMPLOYEES. CLUB's employees, if any, who perform services for STONEY GIRL GARDENS under this Agreement shall also be bound by the provisions of this Agreement. At the request of STONEY GIRL GARDENS, CLUB shall provide adequate evidence that such persons are CLUB's employees.

15. INJURIES. CLUB acknowledges CLUB's obligation to obtain appropriate insurance coverage for the benefit of CLUB (and CLUB's employees, if any). CLUB waives any rights to recovery from STONEY GIRL GARDENS for any injuries that CLUB (and/or CLUB's employees) may sustain while performing services under this Agreement and that are a result of the negligence of CLUB or CLUB's employees.

16. INDEMNIFICATION. CLUB agrees to indemnify and hold STONEY GIRL GARDENS harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against STONEY GIRL GARDENS that result from the acts or omissions of CLUB, CLUB's employees, if any, and CLUB's agents.

17. RELEASE. The Club releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis.

18. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Stoney Girl Gardens Intellectual Property. CLUB does not personally hold any interest in any Intellectual Property.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by CLUB (or CLUB's employees, if any) during the term of this Agreement shall be the property of STONEY GIRL GARDENS. CLUB shall sign all documents necessary to perfect the rights of STONEY GIRL GARDENS in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, CLUB shall sign all documents necessary to assign the rights to such Intellectual Property to STONEY GIRL GARDENS.

c. Stoney Girl Gardens Intellectual Property. Club agrees to keep all works of Stoney Girl Gardens confidential, including works, papers, plans, clients, seeds, genetics, plants and species, and shall not permit any relative, agent or individual to obtain or use such works. All products, ideas, works, seeds, plans, papers and other Intellectual Property shall be wholly owned by Stoney Girl Gardens.

19. CONFIDENTIALITY. CLUB, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CLUB, or divulge, disclose, or communicate in any manner, any information that is proprietary to STONEY GIRL GARDENS. CLUB and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, CLUB will return to STONEY GIRL GARDENS all records, notes, documentation and other items that were used, created, or controlled by CLUB during the term of this Contract.

20. WARRANTY. CLUB shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in CLUB's community and region to include standards as set by Stoney Girl Gardens, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

21. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

22. CONFIDENTIALITY. STONEY GIRL GARDENS recognizes that CLUB has and will have the following information:

- inventions
- products
- prices
- apparatus
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights
- seeds

- genetics

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Stoney Girl Gardens and need to be protected from improper disclosure. In consideration for the disclosure of the Information, CLUB agrees that CLUB will not at any time or in any manner, either directly or indirectly, use any Information for CLUB's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of STONEY GIRL GARDENS. CLUB will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

23. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that CLUB has disclosed (or has threatened to disclose) Information in violation of this Agreement, STONEY GIRL GARDENS shall be entitled to an injunction to restrain CLUB from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. STONEY GIRL GARDENS shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

24. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

25. SERVICES TO THIRD PARTIES. The parties recognize that CLUB may provide consulting services to third parties. However, CLUB is bound by the confidentiality provisions of this Agreement, and CLUB may not use the Information, directly or indirectly, for the benefit of third parties.

26. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of STONEY GIRL GARDENS that need to be protected from disclosure, and in consideration of the disclosure of the Information, CLUB agrees and covenants that for a period of one year following the termination of this Agreement, whether such termination is voluntary or involuntary, CLUB will not directly or indirectly engage in any business competitive with STONEY GIRL GARDENS. This covenant shall apply to the geographical area that includes the United States of America. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of STONEY GIRL GARDENS for the benefit of a third party that is engaged in such business. CLUB agrees that this non-compete provision will not adversely affect the livelihood of CLUB.

27. RETURN OF PROPERTY. Upon termination of this Agreement, CLUB shall deliver all records, notes, data, memoranda, models, seeds and genetics, and equipment of any nature that are in CLUB's possession or under CLUB's control and that are STONEY GIRL GARDENS's property or relate to STONEY GIRL GARDENS's business.

28. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would

become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

29. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

30. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

31. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

32. ASSIGNMENT. CLUB's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of STONEY GIRL GARDENS.

33. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Club and the STONEY GIRL GARDENS relating to the subject matter hereof and stands in the place of any previous Agreement, whether oral or in writing. The Club agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

_____ Club Name	_____ Agent Name
_____ Club Address	_____ Agent Address
_____ City, State, Zip	_____ City, State, Zip
_____ Club Phone Number	_____ Agent Phone Number
_____ Club ODL Number	_____ Agent ODL Number
_____ Club Number	
_____ Club Signature	_____ Date
_____ Agent Signature	_____ Date

Distribution Agreement and Licensing Information

What is a Stoney Girl Distributor? A chance to join a growing community of organizations that provide quality assured products through proven methods to its members. Expand your offerings and show that your helping our industry set new bars for quality products and premium services. We are creating a life style and way of doing business.

A Stoney Girl Distributor allows you to become an Authorized Stoney Girl Gardens Licensed Distributor and enjoy the following:

Opportunity to associate with other Club owners in information, litigation, support and more.

Stoney Girl Gardens Authorized Distributor – Official Distribution and Resellers License



Access to Stoney Girl Authorized Products

Stoney Girl Gardens Seeds

Official Stoney Girl Garden Seed Distributor. Stoney Girl will only sell seeds through distributors and never directly to the public. You will be a direct link between our customer and our product.

Stoney Girl Gardens Cuttings

Official Stoney Girl Garden Distributor. Stoney Girl associate gardens will provide you with clones. You will be a direct link between our customer and our product.

Sunny Girl Gardens Ultra Premium Container Mix Products

Stoney Girl Gardens breeds more than just seeds. We breed success. We are constantly setting new standards in the industry with our approach to making our customers successful. As such we require our distributors and resellers to also carry our Sunny Girl Gardens Ultra Premium Container Mix products. This can be either in the 10 gallon kits or the more convenient fertilizer packages. Although this may be a new approach for your group, we are sure it will be a pleasant addition to your line of products.

You will get wholesale pricing and a retail distributor license.

Advertising

Web Site Listings and Verification Services on all Stoney Girl Gardens Enterprise Sites.
Media and Print Advertising in Major Magazines, News Papers and Radio



Promotions

Guest Appearances from Stoney Girl, Elvy Mussika, and others to be announced.

Contests for Hash Machines, Lights and more

Gear – T-Shirts, Key Chains, Boxes and more.

Special Events

Cost:

Free with minimum monthly orders

You're Responsibilities:

You may distribute other brands and products; however you may not distribute or produce a Stoney Girl product from an unauthorized Stoney Girl source other than a certified agent as listed by Stoney Girl.

You must act entirely within State and Local Guidelines and hold us harmless.

You must provide a safe environment for your business.

You must provide and insure the safety of other products you distribute.

You must offer products at a reasonable rate. You may not over charge for goods and services in accordance with Stoney Girl and Developing Industry Standards.

You must offer customer service in accordance with Stoney Girl and Developing Industry Standards.

We value this opportunity to create new standards that excel in our evolving industry. You are a major part of this development. Join us help direct the future of this industry.

Qualifications and Application

Many licenses require a Certificate of Completion from Portlandsterdam University. In addition some licenses require you to have a business, collective or organization and pay your taxes.

[Click here for application](#)

Stoney Girl Gardens

Authorized Distributor License Agreement

This Contract for License (this "Contract") is made effective as of _____, by and between Stoney Girl Gardens, an Oregon company, and _____. In this Contract, the party who is contracting to grant the License will be referred to as "Stoney Girl Gardens," and the party who will be granted the license will be referred to as "Distributor."

4) Deliverables

- a) Deliverables shall be Distributor Documentation, placement on web sites, limited promotions, and license to access available products, and ongoing support for supply as available.
- b) Wholesale access to Sunny Girl Premium Container Mix
- c) Access as Satellite campus for Portlandsterdam University
- d) Access to Associate Producers as available
- e) Access to products, as available
- f) Access to Genetics Licensing
- g) Assured Quality of Services
- h) Deliverables shall be made available to the Distributor FOB Portland, OR

5) Other Products and Services

- e) Other services not listed are optional and are not covered under this agreement. Types of these services include, but are not limited to: legal, accounting, staff training, representation, medical use, operations, products and liability.
- f) Other Products and Services that the Distributor may carry— any legal product or service within Stoney Girl tolerance in regards to Product Safety. Although a Distributor may carry many products, Distributor agrees to not handle, or market any Stoney Girl labeled products not produced by a currently authorized licensed Stoney Girl Gardens producer.
- g) Optional Services not listed are in addition and will be pre approved and billed for hourly time and materials.

6) Exclusions

This agreement does not include any production, associate or developers licensing. This contract does not include perpetual consultation, legal advice, accounting advice, guarantee of success, continual or guaranteed supplies, site visits, representations, writings, and data.

4) Responsibilities

The Distributor is responsible for timely payment of all fees. The Distributor is responsible for any transportation, delivery, and use of products and services, including procurement from any location and time arranged by STONEY GIRL GARDENS. The Distributor is responsible for all licensing and registration for all activities at all times during the term of this agreement, to include any matters with law enforcement, and the Distributor holds Stoney Girl Gardens harmless. Distributor agrees to establish

and maintain appropriate activities and operate within all local and state regulations. Distributor agrees to provide at all times a safe environment, safe services, and safe products.

5) Terms

The total cost shall be _____, with _____ down and a monthly fee of _____ due the first day of the month for which it is owed. Initial setup cost must be paid within _____ days of the signing of this Agreement. STONEY GIRL GARDENS shall review and adjust these terms on the annual anniversary date of this Agreement. Distributor agrees to initially purchase products and services in the sum of _____ and to actively promote market and distribute all such products and services to maintain a minimum base of _____ per _____.

6. Length of Agreement

This Agreement shall be in effect for a minimum of one year from the date of signing. The Agreement shall be reviewed for renewal annually on the anniversary date of signing. Stoney Girl Gardens retains the right to review and change this agreement on an annual basis.

7. Termination

Distributor may terminate this Agreement by providing notice 30 days in advance to STONEY GIRL GARDENS in writing. STONEY GIRL GARDENS reserves the right to terminate this Agreement at any time and without cause. In such case that this Agreement is terminated, any STONEY GIRL GARDENS proprietary information and documents will be returned to Stoney Girl Gardens within 30 days at the contact address listed in this Agreement and Distributor agrees to no longer represent Stoney Girl Gardens. Immediate termination will occur if fees are not paid when due according to Section 5 or Distributor is in violation of any conditions and terms of this Agreement.

8. Notification

Distributor will send written notification to STONEY GIRL GARDENS 30 days prior to termination of this Agreement.

8. Exclusivity

Distributor acknowledges that they do not have any exclusive rights to Stoney Girl products, services and territories. Stoney Girl Gardens does not have the right to pre-approve other distributor resources, however Stoney Girl Gardens may object in writing and suspend use under this contract in cases where Stoney Girl Gardens feels there is a violation of this agreement.

9. Extent of Support

The extent of support shall be the maximum as stated in section 1. Distributor agrees that additional work shall be billed at hourly rate of _____ plus costs and expenses. Such services shall be pre approved by the Distributor. Stoney Girl Gardens is not responsible for negotiations, actions between Distributor and Suppliers, Distributor Operations and Members. Distributor assumes all responsibility to conduct all business.

10. Release

The Distributor releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis, products and services.

8. WORK PRODUCT OWNERSHIP. Any copyrightable works, genetics, seeds, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by DISTRIBUTOR in connection with the Services will be the exclusive property of STONEY GIRL GARDENS. Upon request, DISTRIBUTOR will execute all documents necessary to confirm or perfect the exclusive ownership of STONEY GIRL GARDENS to the Work Product.

9. RELATIONSHIP OF PARTIES. It is understood by the parties that DISTRIBUTOR is an independent contractor with respect to STONEY GIRL GARDENS, and not an employee of STONEY GIRL GARDENS. STONEY GIRL GARDENS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of DISTRIBUTOR.

10. DISCLOSURE. DISTRIBUTOR is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of STONEY GIRL GARDENS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of STONEY GIRL GARDENS
- a manufacturing process of STONEY GIRL GARDENS
- any activity that DISTRIBUTOR may be involved with on behalf of STONEY GIRL GARDENS

11. EMPLOYEES. DISTRIBUTOR's employees, if any, who perform services for STONEY GIRL GARDENS under this Agreement shall also be bound by the provisions of this Agreement. At the request of STONEY GIRL GARDENS, DISTRIBUTOR shall provide adequate evidence that such persons are DISTRIBUTOR's employees.

12. INJURIES. DISTRIBUTOR acknowledges DISTRIBUTOR's obligation to obtain appropriate insurance coverage for the benefit of DISTRIBUTOR (and DISTRIBUTOR's employees, if any). DISTRIBUTOR waives any rights to recovery from STONEY GIRL GARDENS for any injuries that DISTRIBUTOR (and/or DISTRIBUTOR's employees) may sustain while performing services under this Agreement and that are a result of the negligence of DISTRIBUTOR or DISTRIBUTOR's employees.

13. INDEMNIFICATION. DISTRIBUTOR agrees to indemnify and hold STONEY GIRL GARDENS harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against STONEY GIRL GARDENS that result from the acts or omissions of DISTRIBUTOR, DISTRIBUTOR's employees, if any, and DISTRIBUTOR's agents.

14. RELEASE. The Distributor releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis.

15. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

- a. Stoney Girl Gardens Intellectual Property.* DISTRIBUTOR does not personally hold any interest in any Intellectual Property.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by DISTRIBUTOR (or DISTRIBUTOR's employees, if any) during the term of this Agreement shall be the property of STONEY GIRL GARDENS. DISTRIBUTOR shall sign all documents necessary to perfect the rights of STONEY GIRL GARDENS in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, DISTRIBUTOR shall sign all documents necessary to assign the rights to such Intellectual Property to STONEY GIRL GARDENS.

c. Stoney Girl Gardens Intellectual Property. Distributor agrees to keep all works of Stoney Girl Gardens confidential, including works, papers, plans, clients, seeds, genetics, plants and species, and shall not permit any relative, agent or individual to obtain or use such works. All products, ideas, works, seeds, plans, papers and other Intellectual Property shall be wholly owned by Stoney Girl Gardens.

16. CONFIDENTIALITY. DISTRIBUTOR, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of DISTRIBUTOR, or divulge, disclose, or communicate in any manner, any information that is proprietary to STONEY GIRL GARDENS. DISTRIBUTOR and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, DISTRIBUTOR will return to STONEY GIRL GARDENS all records, notes, documentation and other items that were used, created, or controlled by DISTRIBUTOR during the term of this Contract.

17. WARRANTY. DISTRIBUTOR shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in DISTRIBUTOR's community and region to include standards as set by Stoney Girl Gardens, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

18. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

19. CONFIDENTIALITY. STONEY GIRL GARDENS recognizes that DISTRIBUTOR has and will have the following information:

- inventions
- products
- prices
- apparatus
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights
- seeds
- genetics

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Stoney Girl Gardens and need to be protected from improper disclosure. In consideration for the disclosure of the Information, DISTRIBUTOR agrees that DISTRIBUTOR will not at any time or in any manner, either directly or indirectly, use any Information for DISTRIBUTOR's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of STONEY GIRL GARDENS. DISTRIBUTOR will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

20. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that DISTRIBUTOR has disclosed (or has threatened to disclose) Information in violation of this Agreement, STONEY GIRL GARDENS shall be entitled to an injunction to restrain DISTRIBUTOR from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. STONEY GIRL GARDENS shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

21. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

22. SERVICES TO THIRD PARTIES. The parties recognize that DISTRIBUTOR may provide consulting services to third parties. However, DISTRIBUTOR is bound by the confidentiality provisions of this Agreement, and DISTRIBUTOR may not use the Information, directly or indirectly, for the benefit of third parties.

23. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of STONEY GIRL GARDENS that need to be protected from disclosure, and in consideration of the disclosure of the Information, DISTRIBUTOR agrees and covenants that for a period of one year following the termination of this Agreement, whether such termination is voluntary or involuntary, DISTRIBUTOR will not directly or indirectly engage in any business competitive with STONEY GIRL GARDENS. This covenant shall apply to the geographical area that includes the United States of

America. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of STONEY GIRL GARDENS for the benefit of a third party that is engaged in such business. DISTRIBUTOR agrees that this non-compete provision will not adversely affect the livelihood of DISTRIBUTOR.

24. RETURN OF PROPERTY. Upon termination of this Agreement, DISTRIBUTOR shall deliver all records, notes, data, memoranda, models, seeds and genetics, and equipment of any nature that are in DISTRIBUTOR's possession or under DISTRIBUTOR's control and that are STONEY GIRL GARDENS's property or relate to STONEY GIRL GARDENS's business.

25. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

26. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

27. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

28. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

29. ASSIGNMENT. DISTRIBUTOR's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of STONEY GIRL GARDENS.

30. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Distributor and the STONEY GIRL GARDENS relating to the subject matter hereof and stands in the place of any previous Agreement, whether oral or in writing. The Distributor agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

_____ Distributor Name	_____ Agent Name
_____ Distributor Address	_____ Agent Address
_____ City, State, Zip	_____ City, State, Zip
_____ Distributor Phone Number	_____ Agent Phone Number
_____ Distributor ID Number	_____ Agent ID Number
_____ Distributor Number	
_____ Distributor Signature	_____ Date
_____ Agent Signature	_____ Date

Product Production License

Want to make Authorized Stoney Girl Gardens products? Want to be an Authorized Stoney Girl Gardens Producer? Want to provide Stoney Girl Quality Medicine to your Dispensary?

Here it is.

There is no initial cost for this licensing however you must successfully complete a full term at Portlandsterdam University and grow with our methods. You must also be willing to have us inspect your operation to insure that you are following standards agreed to.

In a nut shell:

Complete a term at Portlandsterdam University

Demonstrate what you have learned by submitting finished products

Be willing to have occasional inspections by us.

There is no charge for the license however if you do not live along the I-5 corridor we may ask that you pay for our expenses to perform periodic inspections to insure quality. These inspections are required at least once per year.

Once licensed you will be put on our list of suppliers. Each of our Clubs will have direct access to you. You may conduct your business direct with our Clubs without having to call us. This gives you a list of direct outlets for your products. Our clubs can't get enough of our products so your insured success.

Product Production Agreement is required between you and Stoney Girl Gardens. We assure quality and safety.

Do you manufacture a product line? Call us for an evaluation to include in our Dispensary Products Resource List.

Qualifications and Application

Many other require a Certificate of Completion from Portlandsterdam University. In addition some licenses require you to have a business, collective or organization and pay your taxes.

[Click here for application](#)

Stoney Girl Gardens

Associate Production Garden License Agreement

This Grant for Licensing (this "Contract") is made effective as of _____, by and between Stoney Girl Gardens, an Oregon company, and _____. In this Contract, the party who is contracting to grant the License will be referred to as "Stoney Girl Gardens," and the party who will be granted the license will be referred to as "Producer."

1. DESCRIPTION OF LICENSE. Beginning on _____, PRODUCER will be authorized to produce STONEY GIRL GARDENS products:

Produce products using Stoney Girl Gardens Genetics and Organic Methodology. License to grow and supply Authorized Stoney Girl Gardens products, not including clones and live genetic materials.

2. DELIVERABLES. Deliverables from Stoney Girl Gardens shall be license to access available products, access genetics, and ongoing support for supply as available:
Access to Portlandsterdam University training.
Access to Sunny Girl Premium Container Mix.

3. OTHER PRODUCTS AND SERVICES. Other services not listed are not covered under this agreement. Types of these services include, but are not limited to: legal, accounting, staff training, representation, medical use, operations, products and liability.

4. EXCLUSIONS. This agreement does not include any other production, associate, distribution or developers licensing. This contract does not include perpetual consultation, legal advice, accounting advice, and training, guarantee of success, continual or guaranteed supplies, site inspections, representations, writings, and data. This agreement does not include clones and live genetic material, or products not directly controlled by Stoney Girl Gardens.

5. TERM. This Agreement shall be effective for a period of one year and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

6. WORK PRODUCT OWNERSHIP. Any copyrightable works, genetics, seeds, plants, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by PRODUCER in connection with the Services will be the exclusive property of STONEY GIRL GARDENS. Upon request, PRODUCER will execute all documents necessary to confirm or perfect the exclusive ownership of STONEY GIRL GARDENS to the Work Product.

7. RESPONSIBILITIES. The Producer is responsible for any transportation, delivery, and use of products and services. The Producer is responsible for all licensing and registration for all activities at all times at the Producer during the term of this agreement, to include any matters with law enforcement, and the Producer holds Stoney Girl Gardens harmless. Producer agrees to establish and maintain appropriate

activities and operate within all local and state regulations. Producer agrees to provide at all times a safe environment, safe services, and safe products.

8. CERTIFICATION. PRODUCER agrees to insure that all personnel shall hold a growers and producers Certificate of Completion from Portlandsterdam University.

9. INSPECTIONS. Producer agrees to allow access to Stoney Girl Gardens for inspections of production facilities at the sole cost of the Producer. Such inspections shall be subject to a 30 day advance notice and performed no more than once every 6 months unless otherwise required.

10. METHODS OF PRODUCTION. PRODUCER shall provide its services and meet its obligations under this Contract using knowledge and recommendations for performing the services which meet generally acceptable Stoney Girl Garden standards, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

Producer shall use only Stoney Girl Gardens authorized organic methods of growing and follow all guidelines as set by Portlandsterdam University.

11. SAFETY. Producer shall use safe practices in producing, harvesting, handling and storing of products. Producer shall not distribute any product with molds, mildew, chemicals, pesticides, or that is sub standard in quality to similar products produced by Stoney Girl Gardens.

12. RELATIONSHIP OF PARTIES. It is understood by the parties that PRODUCER is an independent contractor with respect to STONEY GIRL GARDENS, and not an employee of STONEY GIRL GARDENS. STONEY GIRL GARDENS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of PRODUCER.

13. DISCLOSURE. PRODUCER is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of STONEY GIRL GARDENS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of STONEY GIRL GARDENS
- a manufacturing process of STONEY GIRL GARDENS
- any activity that PRODUCER may be involved with on behalf of STONEY GIRL GARDENS

14. EMPLOYEES. PRODUCER's employees, if any, who perform services for STONEY GIRL GARDENS under this Agreement shall also be bound by the provisions of this Agreement. At the request of STONEY GIRL GARDENS, PRODUCER shall provide adequate evidence that such persons are PRODUCER's employees.

15. INJURIES. PRODUCER acknowledges PRODUCER's obligation to obtain appropriate insurance coverage for the benefit of PRODUCER (and PRODUCER's employees, if any). PRODUCER waives any rights to recovery from STONEY GIRL GARDENS for any injuries that PRODUCER (and/or PRODUCER's

employees) may sustain while performing services under this Agreement and that are a result of the negligence of PRODUCER or PRODUCER's employees.

16. INDEMNIFICATION. PRODUCER agrees to indemnify and hold STONEY GIRL GARDENS harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against STONEY GIRL GARDENS that result from the acts or omissions of PRODUCER, PRODUCER's employees, if any, and PRODUCER's agents.

17. RELEASE. The Producer releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis.

18. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Stoney Girl Gardens Intellectual Property. PRODUCER does not personally hold any interest in any Intellectual Property.

b. Development of Intellectual Property. Any improvements to Intellectual Property, further inventions or improvements, and any new items of Intellectual Property discovered or developed by PRODUCER (or PRODUCER's employees, if any) during the term of this Agreement shall be the property of STONEY GIRL GARDENS. PRODUCER shall sign all documents necessary to perfect the rights of STONEY GIRL GARDENS in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, PRODUCER shall sign all documents necessary to assign the rights to such Intellectual Property to STONEY GIRL GARDENS.

c. Stoney Girl Gardens Intellectual Property. Producer agrees to keep all works of Stoney Girl Gardens confidential, including works, papers, plans, clients, seeds, genetics, plants and species, and shall not permit any relative, agent or individual to obtain or use such works. All products, ideas, works, seeds, plans, papers and other Intellectual Property shall be wholly owned by Stoney Girl Gardens.

19. WARRANTY. PRODUCER shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in PRODUCER's community and region to include standards as set by Stoney Girl Gardens, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

20. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the

failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

21. CONFIDENTIALITY. STONEY GIRL GARDENS recognizes that PRODUCER has and will have the following information:

- inventions
- products
- prices
- apparatus
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights
- seeds
- genetics

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of STONEY GIRL GARDENS and need to be protected from improper disclosure. In consideration for the disclosure of the Information, PRODUCER agrees that PRODUCER will not at any time or in any manner, either directly or indirectly, use any Information for PRODUCER's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of STONEY GIRL GARDENS. PRODUCER will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

22. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that PRODUCER has disclosed (or has threatened to disclose) Information in violation of this Agreement, STONEY GIRL GARDENS shall be entitled to an injunction to restrain PRODUCER from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. STONEY GIRL GARDENS shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

23. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

24. SERVICES TO THIRD PARTIES. The parties recognize that PRODUCER may provide consulting services to third parties. However, PRODUCER is bound by the confidentiality provisions of this Agreement, and PRODUCER may not use the Information, directly or indirectly, for the benefit of third parties.

25. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of STONEY GIRL GARDENS that need to be protected from disclosure, and in consideration of the disclosure of the Information, PRODUCER agrees and covenants that for a period of five years

following the termination of this Agreement, whether such termination is voluntary or involuntary, PRODUCER will not directly or indirectly engage in any business competitive with STONEY GIRL GARDENS. This covenant shall apply to the geographical area that includes the United States of America, Europe and the World. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of STONEY GIRL GARDENS for the benefit of a third party that is engaged in such business. PRODUCER agrees that this non-compete provision will not adversely affect the livelihood of PRODUCER.

26. RETURN OF PROPERTY. Upon termination of this Agreement, PRODUCER shall deliver all records, notes, data, memoranda, models, seeds and genetics, and equipment of any nature that are in PRODUCER's possession or under PRODUCER's control and that are STONEY GIRL GARDENS's property or relate to STONEY GIRL GARDENS's business.

27. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

28. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

29. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

30. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the paragraph below or to such other address as one party may have furnished to the other in writing.

31. ASSIGNMENT. PRODUCER's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of STONEY GIRL GARDENS.

32. ENTIRE AGREEMENT.

This Agreement is the entire Agreement between the Producer and the STONEY GIRL GARDENS relating to the subject matter hereof and stands in the place of any previous Agreement, whether oral or in writing. The Producer agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

Stoney Girl Gardens Master Agreements

Producer Name

Agent Name

Producer Address

Address

City, State, Zip

City, State, Zip

Producer Phone Number

Agent Phone Number

Producer ID Number

Agent ID Number

Producer Signature

Date

Agent Signature

Date

Clone Reproduction License

If you're looking to produce clones for other than personal use you will need a Clone Reproduction License. This license authorizes you to produce as many as you like and is based on a royalty or licensing fee. Each clone comes with a EULA and may not be reproduced for other than personal use.

We will hook you up with our clubs and let you run your very own business as an Authorized Clone Producer for Stoney Girl Gardens. You will be placed on our list for verification.

Qualifications and Application

Many licenses require a Certificate of Completion from Portlandsterdam University. In addition some licenses require you to have a business, collective or organization and pay your taxes.

Please fill out the application and send it to:

Stoney Girl Gardens
10117 SE Sunnyside Rd., Suite F1198
Clackamas, OR 97015

Your application will be reviewed and you will be contacted. Please allow 2 weeks for us to respond. Simply submitting an application does not grant you a license. You must be accepted by the Stoney Girl Gardens administrative teams. Stoney Girl Gardens retains the right to accept or deny any application.

[Click here for application](#)

Stoney Girl Gardens

Associate Clone Production License Agreement

This Grant for Licensing (this "Contract") is made effective as of _____, by and between Stoney Girl Gardens, an Oregon company, and _____. In this Contract, the party who is contracting to grant the License will be referred to as "Stoney Girl Gardens," and the party who will be granted the license will be referred to as "Producer."

1. DESCRIPTION OF LICENSE. Beginning on _____, PRODUCER will be licensed to produce STONEY GIRL GARDENS products:

Produce clones and rooted cuttings using Stoney Girl Gardens Genetics and Organic Methodology.

2. DELIVERABLES. Deliverables from Stoney Girl Gardens shall be license to access available products, access genetics, and ongoing support for supply as available:

Access to Portlandsterdam University training.

Access to Sunny Girl Premium Container Mix.

3. PAYMENT FOR SERVICES. In exchange for the Services License PRODUCER will pay STONEY GIRL GARDENS according to the following schedule:

Compensation shall be \$3.00 in License Fee per viable clone, payable monthly to Stoney Girl Gardens. Such monthly payments shall be accompanied with a Stoney Girl Gardens Clone Production Report.

4. CLONE LICENCING. Each clone shall be accompanied and identified by an End User License Agreement from Stoney Girl Gardens.

5. OTHER PRODUCTS AND SERVICES. Other services not listed are not covered under this agreement. Types of these services include, but are not limited to: legal, accounting, staff training, representation, medical use, operations, products and liability.

6. EXCLUSIONS. This agreement does not include any other production, associate, distribution or developers licensing. This contract does not include perpetual consultation, legal advice, accounting advice, and training, guarantee of success, continual or guaranteed supplies, site inspections, representations, writings, and data. This agreement does not include seeds and other genetic material, or products not listed.

7. TERM. This Agreement shall be effective for a period of one year and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

8. WORK PRODUCT OWNERSHIP. Any copyrightable works, genetics, seeds, plants, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in

whole or in part by PRODUCER in connection with the Services will be the exclusive property of STONEY GIRL GARDENS. Upon request, PRODUCER will execute all documents necessary to confirm or perfect the exclusive ownership of STONEY GIRL GARDENS to the Work Product.

9. RESPONSIBILITIES. The Producer is responsible for any transportation, delivery, and use of products and services. The Producer is responsible for all licensing and registration for all activities at all times at the Producer during the term of this agreement, to include any matters with law enforcement, and the Producer holds Stoney Girl Gardens harmless. Producer agrees to establish and maintain appropriate activities and operate within all local and state regulations. Producer agrees to provide at all times a safe environment, safe services, and safe products.

10. CERTIFICATION. PRODUCER agrees to insure that all personnel shall hold a growers and producers Certificate of Completion from Portlandsterdam University.

11. INSPECTIONS. Producer agrees to allow access to Stoney Girl Gardens for inspections of production facilities at the sole cost of the Producer. Such inspections shall be subject to a 30 day advance notice and performed no more than once every 6 months unless otherwise required.

12. METHODS OF PRODUCTION. PRODUCER shall provide its services and meet its obligations under this Contract using knowledge and recommendations for performing the services which meet generally acceptable Stoney Girl Garden standards, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

Producer shall use only Stoney Girl Gardens authorized organic methods of growing and follow all guidelines as set by Portlandsterdam University.

13. SAFETY. Producer shall use safe practices in producing, harvesting, handling and storing of products. Producer shall not distribute any product with molds, mildew, chemicals, pesticides, or that is sub standard in quality to similar products produced by Stoney Girl Gardens.

14. RELATIONSHIP OF PARTIES. It is understood by the parties that PRODUCER is an independent contractor with respect to STONEY GIRL GARDENS, and not an employee of STONEY GIRL GARDENS. STONEY GIRL GARDENS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of PRODUCER.

15. DISCLOSURE. PRODUCER is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of STONEY GIRL GARDENS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of STONEY GIRL GARDENS
- a manufacturing process of STONEY GIRL GARDENS
- any activity that PRODUCER may be involved with on behalf of STONEY GIRL GARDENS

16. EMPLOYEES. PRODUCER's employees, if any, who perform services for STONEY GIRL GARDENS under this Agreement shall also be bound by the provisions of this Agreement. At the request of STONEY GIRL GARDENS, PRODUCER shall provide adequate evidence that such persons are PRODUCER's employees.

17. INJURIES. PRODUCER acknowledges PRODUCER's obligation to obtain appropriate insurance coverage for the benefit of PRODUCER (and PRODUCER's employees, if any). PRODUCER waives any rights to recovery from STONEY GIRL GARDENS for any injuries that PRODUCER (and/or PRODUCER's employees) may sustain while performing services under this Agreement and that are a result of the negligence of PRODUCER or PRODUCER's employees.

18. INDEMNIFICATION. PRODUCER agrees to indemnify and hold STONEY GIRL GARDENS harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against STONEY GIRL GARDENS that result from the acts or omissions of PRODUCER, PRODUCER's employees, if any, and PRODUCER's agents.

19. RELEASE. The Producer releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis.

20. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Stoney Girl Gardens Intellectual Property. PRODUCER does not personally hold any interest in any Intellectual Property.

b. Development of Intellectual Property. Any improvements to Intellectual Property, further inventions or improvements, and any new items of Intellectual Property discovered or developed by PRODUCER (or PRODUCER's employees, if any) during the term of this Agreement shall be the property of STONEY GIRL GARDENS. PRODUCER shall sign all documents necessary to perfect the rights of STONEY GIRL GARDENS in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, PRODUCER shall sign all documents necessary to assign the rights to such Intellectual Property to STONEY GIRL GARDENS.

c. Stoney Girl Gardens Intellectual Property. Producer agrees to keep all works of Stoney Girl Gardens confidential, including works, papers, plans, clients, seeds, genetics, plants and species, and shall not permit any relative, agent or individual to obtain or use such works. All products, ideas, works, seeds, plans, papers and other Intellectual Property shall be wholly owned by Stoney Girl Gardens.

21. WARRANTY. PRODUCER shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in PRODUCER's community and region to include standards as set by Stoney Girl Gardens, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

22. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

23. CONFIDENTIALITY. STONEY GIRL GARDENS recognizes that PRODUCER has and will have the following information:

- inventions
- products
- prices
- apparatus
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights
- seeds
- genetics

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of STONEY GIRL GARDENS and need to be protected from improper disclosure. In consideration for the disclosure of the Information, PRODUCER agrees that PRODUCER will not at any time or in any manner, either directly or indirectly, use any Information for PRODUCER's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of STONEY GIRL GARDENS. PRODUCER will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

24. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that PRODUCER has disclosed (or has threatened to disclose) Information in violation of this Agreement, STONEY GIRL GARDENS shall be entitled to an injunction to restrain PRODUCER from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. STONEY GIRL GARDENS shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

25. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

26. SERVICES TO THIRD PARTIES. The parties recognize that PRODUCER may provide consulting services to third parties. However, PRODUCER is bound by the confidentiality provisions of this

Agreement, and PRODUCER may not use the Information, directly or indirectly, for the benefit of third parties.

27. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of STONEY GIRL GARDENS that need to be protected from disclosure, and in consideration of the disclosure of the Information, PRODUCER agrees and covenants that for a period of five years following the termination of this Agreement, whether such termination is voluntary or involuntary, PRODUCER will not directly or indirectly engage in any business competitive with STONEY GIRL GARDENS. This covenant shall apply to the geographical area that includes the United States of America, Europe and the World. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of STONEY GIRL GARDENS for the benefit of a third party that is engaged in such business. PRODUCER agrees that this non-compete provision will not adversely affect the livelihood of PRODUCER.

28. RETURN OF PROPERTY. Upon termination of this Agreement, PRODUCER shall deliver all records, notes, data, memoranda, models, seeds and genetics, and equipment of any nature that are in PRODUCER's possession or under PRODUCER's control and that are STONEY GIRL GARDENS's property or relate to STONEY GIRL GARDENS's business.

29. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

30. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

31. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

32. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the paragraph below or to such other address as one party may have furnished to the other in writing.

33. ASSIGNMENT. PRODUCER's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of STONEY GIRL GARDENS.

34. ENTIRE AGREEMENT.

This Agreement is the entire Agreement between the Producer and the STONEY GIRL GARDENS relating to the subject matter hereof and stands in the place of any previous Agreement, whether oral or in

Stoney Girl Gardens Master Agreements

writing. The Producer agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

_____ Producer Name	_____ Agent Name
_____ Producer Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip
_____ Producer Phone Number	_____ Agent Phone Number
_____ Producer ID Number	_____ Agent ID Number
_____ Producer Signature	_____ Date
_____ Agent Signature	_____ Date

Seed Production License

Want to get paid to produce our seeds? We will set you up with plants and pollen then buy back the seeds you produce. Requirements for this are less than the Product Production License.

First we set you up with female plants then give you the choice of growing a male plant or having us provide pollen. We supply both the male and female, you supply the garden and time to produce and collect seeds. Only one strain can be produced per room.

One plant can yield thousands of seeds and we will buy every good seed. Of course remember you will need to sign a contract stating you will only produce seed for us and you will not be allowed to sell to others. Our current buy-back pricing makes this a very lucrative deal.

Contact us today to find out how to provide seeds to your state.

Seed Production Agreement is required between you and Stoney Girl Gardens. We assure quality and safety.

Qualifications and Application

Qualifications for Seed Producers are a track record of production growing. You must show that you have been growing on a production basis for a minimum of 9 months. Many other licenses require a Certificate of Completion from Portlandsterdam University. In addition some licenses require you to have a business, collective or organization and pay your taxes.

Please fill out the application and send it to:

Stoney Girl Gardens
10117 SE Sunnyside Rd., Suite F1198
Clackamas, OR 97015

Your application will be reviewed and you will be contacted. Please allow 2 weeks for us to respond. Simply submitting an application does not grant you a license. You must be accepted by the Stoney Girl Gardens administrative teams. Stoney Girl Gardens retains the right to accept or deny any application.

[Click here for application](#)

Stoney Girl Gardens Seed Production License Agreement

This Contract for License (this "Contract") is made effective as of _____, by and between Stoney Girl Gardens, an Oregon company, and _____. In this Contract, the party who is contracting to grant the License will be referred to as "Stoney Girl Gardens," and the party who will be granted the license will be referred to as "Seed Producer."

1. DESCRIPTION OF LICENSE. Beginning on _____, SEED PRODUCER will be granted a license to provide to STONEY GIRL GARDENS the following services (collectively, the "Services"):

Produce viable seed stock using specifically assigned Stoney Girl Gardens Genetics exclusively for the use of Stoney Girl Gardens. Such seed stock shall be determined viable by Stoney Girl Gardens and shall also be graded by shape, size, color, and visible appearance, method of production, storage and handling. All such seed stock produced shall be delivered to an authorized agent of Stoney Girl Gardens.

2. NEW PROJECT APPROVAL. SEED PRODUCER and STONEY GIRL GARDENS recognize that SEED PRODUCER's Services may include working on various projects for STONEY GIRL GARDENS. SEED PRODUCER shall obtain the approval of STONEY GIRL GARDENS prior to the commencement of a new project.

3. DELIVERABLES. Deliverables from Stoney Girl Gardens shall be Seed Producer Assignment Documentation, license to access available products, access to genetics, and ongoing support for supply as available:

Access to Portlandsterdam University training.

Access to Sunny Girl Premium Container Mix.

Deliverables from Seed Producer shall be viable seed stock as per Section 1.

4. OTHER PRODUCTS AND SERVICES. Other services not listed are not covered under this agreement. Types of these services include, but are not limited to: legal, accounting, staff training, representation, medical use, operations, products and liability.

5. EXCLUSIONS. This agreement does not include any other production, associate or developers licensing. This contract does not include perpetual consultation, legal advice, accounting advice, and training, guarantee of success, continual or guaranteed supplies, site inspections, representations, writings, and data.

6. PAYMENT FOR SERVICES. In exchange for the Services License STONEY GIRL GARDENS will pay SEED PRODUCER according to the following schedule:

Compensation shall be \$3.00 in License Fee per viable seed, subject to the current Seed Production License Fee as listed by Stoney Girl Gardens.

7. TERM. This Agreement shall be effective for a period of one year and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

8. WORK PRODUCT OWNERSHIP. Any copyrightable works, genetics, seeds, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by SEED PRODUCER in connection with the Services will be the exclusive property of STONEY GIRL GARDENS. Upon request, SEED PRODUCER will execute all documents necessary to confirm or perfect the exclusive ownership of STONEY GIRL GARDENS to the Work Product.

9. RESPONSIBILITIES. The Seed Producer is responsible for any transportation, delivery, and use of products and services. The Seed Producer is responsible for all licensing and registration for all activities at all times at the Seed Producer during the term of this agreement, to include any matters with law enforcement, and the Seed Producer holds Stoney Girl Gardens harmless. Seed Producer agrees to establish and maintain appropriate activities and operate within all local and state regulations. Seed Producer agrees to provide at all times a safe environment, safe services, and safe products.

10. CERTIFICATION. SEED PRODUCER agrees to insure that all personnel shall hold a growers and producers Certificate of Completion from Portlandsterdam University.

11. INSPECTIONS. Seed Producer agrees to allow access to Stoney Girl Gardens for inspections of production facilities at the sole cost of the Seed Producer. Such inspections shall be subject to a 30 day advance notice and performed no more than once every 6 months unless otherwise required.

12. RELATIONSHIP OF PARTIES. It is understood by the parties that SEED PRODUCER is an independent contractor with respect to STONEY GIRL GARDENS, and not an employee of STONEY GIRL GARDENS. STONEY GIRL GARDENS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of SEED PRODUCER.

13. DISCLOSURE. SEED PRODUCER is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of STONEY GIRL GARDENS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of STONEY GIRL GARDENS
- a manufacturing process of STONEY GIRL GARDENS
- any activity that SEED PRODUCER may be involved with on behalf of STONEY GIRL GARDENS

14. EMPLOYEES. SEED PRODUCER's employees, if any, who perform services for STONEY GIRL GARDENS under this Agreement shall also be bound by the provisions of this Agreement. At the request of STONEY GIRL GARDENS, SEED PRODUCER shall provide adequate evidence that such persons are SEED PRODUCER's employees.

15. INJURIES. SEED PRODUCER acknowledges SEED PRODUCER's obligation to obtain appropriate insurance coverage for the benefit of SEED PRODUCER (and SEED PRODUCER's employees, if any). SEED PRODUCER waives any rights to recovery from STONEY GIRL GARDENS for any injuries that SEED PRODUCER (and/or SEED PRODUCER's employees) may sustain while performing services under this Agreement and that are a result of the negligence of SEED PRODUCER or SEED PRODUCER's employees.

16. INDEMNIFICATION. SEED PRODUCER agrees to indemnify and hold STONEY GIRL GARDENS harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against STONEY GIRL GARDENS that result from the acts or omissions of SEED PRODUCER, SEED PRODUCER's employees, if any, and SEED PRODUCER's agents.

17. RELEASE. The Seed Producer releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis.

18. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Stoney Girl Gardens Intellectual Property. SEED PRODUCER does not personally hold any interest in any Intellectual Property.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by SEED PRODUCER (or SEED PRODUCER's employees, if any) during the term of this Agreement shall be the property of STONEY GIRL GARDENS. SEED PRODUCER shall sign all documents necessary to perfect the rights of STONEY GIRL GARDENS in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, SEED PRODUCER shall sign all documents necessary to assign the rights to such Intellectual Property to STONEY GIRL GARDENS.

c. Stoney Girl Gardens Intellectual Property. Seed Producer agrees to keep all works of Stoney Girl Gardens confidential, including works, papers, plans, clients, seeds, genetics, plants and species, and shall not permit any relative, agent or individual to obtain or use such works. All products, ideas, works, seeds, plans, papers and other Intellectual Property shall be wholly owned by Stoney Girl Gardens.

19. CONFIDENTIALITY. SEED PRODUCER, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of SEED PRODUCER, or divulge, disclose, or communicate in any manner, any information that is proprietary to STONEY GIRL GARDENS. SEED PRODUCER and its employees, agents, and representatives will protect such

information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, SEED PRODUCER will return to STONEY GIRL GARDENS all records, notes, documentation and other items that were used, created, or controlled by SEED PRODUCER during the term of this Contract.

20. WARRANTY. SEED PRODUCER shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in SEED PRODUCER's community and region to include standards as set by Stoney Girl Gardens, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

21. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

22. CONFIDENTIALITY. STONEY GIRL GARDENS recognizes that SEED PRODUCER has and will have the following information:

- inventions
- products
- prices
- apparatus
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights
- seeds
- genetics

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Stoney Girl Gardens and need to be protected from improper disclosure. In consideration for the disclosure of the Information, SEED PRODUCER agrees that SEED PRODUCER will not at any time or in any manner, either directly or indirectly, use any Information for SEED PRODUCER's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of STONEY GIRL GARDENS. SEED PRODUCER will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

23. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that SEED PRODUCER has disclosed (or has threatened to disclose) Information in violation of this Agreement, STONEY GIRL GARDENS shall be entitled to an injunction to restrain SEED PRODUCER from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. STONEY GIRL GARDENS shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

24. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

25. SERVICES TO THIRD PARTIES. The parties recognize that SEED PRODUCER may provide consulting services to third parties. However, SEED PRODUCER is bound by the confidentiality provisions of this Agreement, and SEED PRODUCER may not use the Information, directly or indirectly, for the benefit of third parties.

26. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of STONEY GIRL GARDENS that need to be protected from disclosure, and in consideration of the disclosure of the Information, SEED PRODUCER agrees and covenants that for a period of one year following the termination of this Agreement, whether such termination is voluntary or involuntary, SEED PRODUCER will not directly or indirectly engage in any business competitive with STONEY GIRL GARDENS. This covenant shall apply to the geographical area that includes the United States of America. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of STONEY GIRL GARDENS for the benefit of a third party that is engaged in such business. SEED PRODUCER agrees that this non-compete provision will not adversely affect the livelihood of SEED PRODUCER.

27. RETURN OF PROPERTY. Upon termination of this Agreement, SEED PRODUCER shall deliver all records, notes, data, memoranda, models, seeds and genetics, and equipment of any nature that are in SEED PRODUCER's possession or under SEED PRODUCER's control and that are STONEY GIRL GARDENS's property or relate to STONEY GIRL GARDENS's business.

28. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

29. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

30. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

31. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

32. ASSIGNMENT. SEED PRODUCER's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of STONEY GIRL GARDENS.

33. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Seed Producer and the STONEY GIRL GARDENS relating to the subject matter hereof and stands in the place of any previous Agreement, whether oral or in writing. The Seed Producer agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

Seed Producer Name

Agent Name

Seed Producer Address

Address

City, State, Zip

City, State, Zip

Seed Producer Phone Number

Agent Phone Number

Seed Producer ID Number

Agent ID Number

Seed Producer Signature

Date

Agent Signature

Date1

Stoney Girl Developer License

Want to help us create the next great cup winner? Come join our team. We will set you up with our next generation of seeds to grow out and explore. Requirements for this are very stringent. We keep strict guidelines for Lab Approach and control on development.

First we give you seeds, each identified with a code. You grow the seed(s) out keeping track on our pre-made forms and taking photos. You keep track of things like growth rate, branch spacing, smell, taste, size and more. When your done your invited to a party where other Developers gather to all share some of the final product (including clone) and compare notes. Then we all vote on the special winner we take to stabilization and market. We supply the seeds, you supply the garden and time to produce and collect final results, usually about an eighth of product. Help us create that next cup winner and become our associate.

Of course remember you will need to sign a contract stating you will only produce for us and you will not share with others. You will also be named as an official Developer for Stoney Girl Gardens.

There is no initial cost for this licensing however you must successfully complete a full term at Portlandsterdam University and grow with our methods. You must also be willing to have us inspect your operation to insure that you are following standards agreed to.

In a nut shell:

Complete a term at Portlandsterdam University
Demonstrate what you have learned by submitting finished products
Be willing to have occasional inspections by us.
Be willing to take good notes and share results, including a clone and sample of finished product.
Contact us today to find out how to provide seeds to your state.
Developer Agreement is required between you and Stoney Girl Gardens. We assure quality and safety.

Qualifications and Application

Many licenses require a Certificate of Completion from Portlandsterdam University. In addition some licenses require you to have a business, collective or organization and pay your taxes.

Please fill out the application and send it to:

Stoney Girl Gardens
10117 SE Sunnyside Rd., Suite F1198
Clackamas, OR 97015

Your application will be reviewed and you will be contacted. Please allow 2 weeks for us to respond. Simply submitting an application does not grant you a license. You must be accepted by the Stoney Girl Gardens administrative teams. Stoney Girl Gardens retains the right to accept or deny any application.

[Click here for application](#)

Stoney Girl Gardens

Associate Developer License Agreement

This Grant for Licensing (this "Contract") is made effective as of _____, by and between Stoney Girl Gardens, an Oregon company, and _____. In this Contract, the party who is contracting to grant the License will be referred to as "Stoney Girl Gardens," and the party who will be granted the license will be referred to as "Developer."

1. DESCRIPTION OF SERVICES LICENSE. Beginning on _____, DEVELOPER will be granted a license to provide STONEY GIRL GARDENS the following services (collectively, the "Services"):

Produce viable plants and product using specifically assigned Stoney Girl Gardens Genetics exclusively for the use of Stoney Girl Gardens. Such production shall be documented by the Developer as required by Stoney Girl Gardens and results of all testing data supplied to Stoney Girl Gardens.

2. NEW PROJECT APPROVAL. DEVELOPER and STONEY GIRL GARDENS recognize that DEVELOPER's Services may include working on various projects for STONEY GIRL GARDENS. DEVELOPER shall obtain the approval of STONEY GIRL GARDENS prior to the commencement of a new project.

3. DELIVERABLES. Deliverables from Stoney Girl Gardens shall be Developer Assignment Documentation, license to access available products, genetics, and ongoing support for supply as available:
Access to Portlandsterdam University training.
Access to Sunny Girl Premium Container Mix.
Deliverables from Developer shall be Stoney Girl Gardens Developers Documentation, 14 grams quality finished sample and rooted cutting of each plant.

4. OTHER PRODUCTS AND SERVICES. Other services not listed are not covered under this agreement. Types of these services include, but are not limited to: legal, accounting, staff training, representation, medical use, operations, products and liability.

5. EXCLUSIONS. This agreement does not include any other production, associate, distribution or developers licensing. This contract does not include perpetual consultation, legal advice, accounting advice, and training, guarantee of success, continual or guaranteed supplies, site inspections, representations, writings, and data.

6. TERM. This Agreement shall be effective for a period of one year and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

7. WORK PRODUCT OWNERSHIP. Any copyrightable works, genetics, seeds, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in

whole or in part by DEVELOPER in connection with the Services will be the exclusive property of STONEY GIRL GARDENS. Upon request, DEVELOPER will execute all documents necessary to confirm or perfect the exclusive ownership of STONEY GIRL GARDENS to the Work Product.

8. RESPONSIBILITIES. The Developer is responsible for any transportation, delivery, and use of products and services. The Developer is responsible for all licensing and registration for all activities at all times at the Developer during the term of this agreement, to include any matters with law enforcement, and the Developer holds Stoney Girl Gardens harmless. Developer agrees to establish and maintain appropriate activities and operate within all local and state regulations. Developer agrees to provide at all times a safe environment, safe services, and safe products.

9. CERTIFICATION. DEVELOPER agrees to insure that all personnel shall hold a growers and producers Certificate of Completion from Portlandsterdam University.

10. INSPECTIONS. Developer agrees to allow access to Stoney Girl Gardens for inspections of production facilities at the sole cost of the Developer. Such inspections shall be subject to a 30 day advance notice and performed no more than once every 6 months unless otherwise required.

11. METHODS OF PRODUCTION. PRODUCER shall provide its services and meet its obligations under this Contract using knowledge and recommendations for performing the services which meet generally acceptable Stoney Girl Garden standards, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

Producer shall use only Stoney Girl Gardens authorized organic methods of growing and follow all guidelines as set by Portlandsterdam University.

12. SAFETY. Producer shall use safe practices in producing, harvesting, handling and storing of products. Producer shall not distribute any product with molds, mildew, chemicals, pesticides, or that is sub standard in quality to similar products produced by Stoney Girl Gardens.

13. RELATIONSHIP OF PARTIES. It is understood by the parties that DEVELOPER is an independent contractor with respect to STONEY GIRL GARDENS, and not an employee of STONEY GIRL GARDENS. STONEY GIRL GARDENS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of DEVELOPER.

14. DISCLOSURE. DEVELOPER is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of STONEY GIRL GARDENS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of STONEY GIRL GARDENS
- a manufacturing process of STONEY GIRL GARDENS
- any activity that DEVELOPER may be involved with on behalf of STONEY GIRL GARDENS

15. EMPLOYEES. DEVELOPER's employees, if any, who perform services for STONEY GIRL GARDENS under this Agreement shall also be bound by the provisions of this Agreement. At the request of STONEY GIRL GARDENS, DEVELOPER shall provide adequate evidence that such persons are DEVELOPER's employees.

16. INJURIES. DEVELOPER acknowledges DEVELOPER's obligation to obtain appropriate insurance coverage for the benefit of DEVELOPER (and DEVELOPER's employees, if any). DEVELOPER waives any rights to recovery from STONEY GIRL GARDENS for any injuries that DEVELOPER (and/or DEVELOPER's employees) may sustain while performing services under this Agreement and that are a result of the negligence of DEVELOPER or DEVELOPER's employees.

17. INDEMNIFICATION. DEVELOPER agrees to indemnify and hold STONEY GIRL GARDENS harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against STONEY GIRL GARDENS that result from the acts or omissions of DEVELOPER, DEVELOPER's employees, if any, and DEVELOPER's agents.

18. RELEASE. The Developer releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis.

19. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Stoney Girl Gardens Intellectual Property. DEVELOPER does not personally hold any interest in any Intellectual Property.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by DEVELOPER (or DEVELOPER's employees, if any) during the term of this Agreement shall be the property of STONEY GIRL GARDENS. DEVELOPER shall sign all documents necessary to perfect the rights of STONEY GIRL GARDENS in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, DEVELOPER shall sign all documents necessary to assign the rights to such Intellectual Property to STONEY GIRL GARDENS.

c. Stoney Girl Gardens Intellectual Property. Developer agrees to keep all works of Stoney Girl Gardens confidential, including works, papers, plans, clients, seeds, genetics, plants and species, and shall not permit any relative, agent or individual to obtain or use such works. All products, ideas, works, seeds, plans, papers and other Intellectual Property shall be wholly owned by Stoney Girl Gardens.

20. WARRANTY. DEVELOPER shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in DEVELOPER's community and region to include standards

as set by Stoney Girl Gardens, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

21. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

22. CONFIDENTIALITY. STONEY GIRL GARDENS recognizes that DEVELOPER has and will have the following information:

- inventions
- products
- prices
- apparatus
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights
- seeds
- genetics

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of STONEY GIRL GARDENS and need to be protected from improper disclosure. In consideration for the disclosure of the Information, DEVELOPER agrees that DEVELOPER will not at any time or in any manner, either directly or indirectly, use any Information for DEVELOPER's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of STONEY GIRL GARDENS. DEVELOPER will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

23. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that DEVELOPER has disclosed (or has threatened to disclose) Information in violation of this Agreement, STONEY GIRL GARDENS shall be entitled to an injunction to restrain DEVELOPER from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. STONEY GIRL GARDENS shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

24. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

25. SERVICES TO THIRD PARTIES. The parties recognize that DEVELOPER may provide consulting services to third parties. However, DEVELOPER is bound by the confidentiality provisions of this Agreement, and DEVELOPER may not use the Information, directly or indirectly, for the benefit of third parties.

26. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of STONEY GIRL GARDENS that need to be protected from disclosure, and in consideration of the disclosure of the Information, DEVELOPER agrees and covenants that for a period of five years following the termination of this Agreement, whether such termination is voluntary or involuntary, DEVELOPER will not directly or indirectly engage in any business competitive with STONEY GIRL GARDENS. This covenant shall apply to the geographical area that includes the United States of America, Europe and the World. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of STONEY GIRL GARDENS for the benefit of a third party that is engaged in such business. DEVELOPER agrees that this non-compete provision will not adversely affect the livelihood of DEVELOPER.

27. RETURN OF PROPERTY. Upon termination of this Agreement, DEVELOPER shall deliver all records, notes, data, memoranda, models, seeds and genetics, and equipment of any nature that are in DEVELOPER's possession or under DEVELOPER's control and that are STONEY GIRL GARDENS's property or relate to STONEY GIRL GARDENS's business.

28. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

29. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

30. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

31. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the paragraph below or to such other address as one party may have furnished to the other in writing.

32. ASSIGNMENT. DEVELOPER's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of STONEY GIRL GARDENS.

33. ENTIRE AGREEMENT.

Stoney Girl Gardens Master Agreements

This Agreement is the entire Agreement between the Developer and the STONEY GIRL GARDENS relating to the subject matter hereof and stands in the place of any previous Agreement, whether oral or in writing. The Developer agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

_____ Developer Name	_____ Agent Name
_____ Developer Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip
_____ Developer Phone Number	_____ Agent Phone Number
_____ Developer ID Number	_____ Agent ID Number
_____ Developer Signature	_____ Date
_____ Agent Signature	_____ Date

Personal Development License

Want to make your own products that bear a Made With Stoney Girl Logo? Want to provide Stoney Girl Quality Genetics to your Brand?

Here it is.

There is a simple annual cost for this licensing. This is much like the Microsoft plan whereby a developer may use our genetics to create a third party strain.

Now you can add a Made With Stoney Girl logo to your product. A one time annual fee is required.

Personal Development Agreement is required between you and Stoney Girl Gardens. We assure quality and safety.

Do you manufacture a product line? Call us for an evaluation to include in our Dispensary Products Resource List.

Qualifications and Application

Many licenses require a Certificate of Completion from Portlandsterdam University. In addition some licenses require you to have a business, collective or organization and pay your taxes.

Please fill out the application and send it to:

Stoney Girl Gardens
10117 SE Sunnyside Rd., Suite F1198
Clackamas, OR 97015

Your application will be reviewed and you will be contacted. Please allow 2 weeks for us to respond. Simply submitting an application does not grant you a license. You must be accepted by the Stoney Girl Gardens administrative teams. Stoney Girl Gardens retains the right to accept or deny any application.

[Click here for application](#)